105 Fed. 428; *In re Numan,* 171 Fed. 185; COLLIER, BANKRUPTCY, Ed. 7, p. 720. That it is a contingent claim would appear to readily follow from the application of the usual test of contingency, viz., have all the facts necessary to be proved, to fasten liability, already occurred? REMINGTON, BANKRUPTCY, § 641. In deciding that rents to accrue after bankruptcy are not provable claims, the Federal Courts arrive at their conclusion in two different ways. One line of decisions holds, that the lease is terminated upon the bankruptcy of the lessee, on the ground that the contractual relations and obligations of the lessee, to the lessor, are terminated at the time of adjudication, and there is therefore no subsequent duty upon the part of the bankrupt lessee to pay rent. *In re Jefferson,* 2 Am. B. R. 208, 93 Fed. 948; *In re Hays,* 9 Am. B. R. 144, 117 Fed. 879; 39 AM. L. REG. (N. S.) 656. The other holds that the relation of landlord and tenant is not terminated, as bankruptcy does not dissolve the contractual relations and obligations of the bankrupt, but a covenant to pay rent does not create a debt till the time for payment arrives, which never arrives if the right to occupy is terminated, for then the obligation to pay ceases. The obligation to pay rent is therefore entirely contingent and as such is not provable. *Watson* v. *Merrill,* 14 Am. B. R. 458, 136 Fed. 359; *In re Ells,* 3 Am. B. R. 566, 98 Fed. 967. The court in the principal case holds with the latter view. There is apparently no avoiding the conclusion, that under the provisions of the above lease the claim is contingent. It was not only uncertain as to the lessor's reentry, but also as to the re-leasing of the premises and the amount obtainable therefrom as rent.

BILLS AND NOTES—INCOMPLETE AND UNDELIVERED CHECK, COMPLETED AND NEGOTIATED BY THIEF—DELIVERY NOT PRESUMED.—P. signed a blank check, which was later stolen. The thieves filled it in, procured it to be certified by the drawee bank, and then transferred it to the defendant, a holder in due course, who collected the amount thereof from the bank. P. took up the check from the bank, and sued defendant as for money had and received. *Held,* (WOODWARD and CARR, JJ., dissenting), that § 35 of the New York Neg. Inst. Law (Consol. Laws, c. 38) must be read in connection with § 34. Delivery is not conclusively presumed, even in favor of a holder in due course, in the case of an incomplete and undelivered check, completed and negotiated without any confidence, or negligence, or fault of the drawer, but by force or fraud. *Linick* v. *A. J. Nutting & Co.* (1910), 125 N. Y. Supp. 93.

§ 34 of the Neg. Inst. Law of New York is: "Where an incomplete instrument has not been delivered, it will not, if completed and negotiated, without authority, be a valid contract in the hands of any holder, as against any person whose signature was placed thereon before delivery." § 35 of the same statute provides: "Every contract on a negotiable instrument is incomplete and revocable until delivery of the instrument for the purpose of giving effect thereto. * * * But where the instrument is in the hands of a holder in due course, a valid delivery thereof by all parties prior to him so as to make them liable to him is conclusively presumed * * *" The minority held

that § 34 is not applicable, for that section presupposes that there has been no delivery. They claimed that delivery may be actual or constructive. "Delivery means transfer of possession, actual or constructive, from one person to another." § 2 of the same act. By § 35, said the minority, in the hands of a holder in due course, a check, though incomplete when stolen, is presumed, conclusively, to have had a valid delivery. Delivery is conclusively presumed in case the instrument is complete when issued or stolen, or in case authority is reposed in someone to supply anything needed to make it perfect. CRAWFORD, NEG. INST. LAW, § 35, note c. That section of the law changed the rule in this regard in some states. *Burson* v. *Huntington*, 21 Mich. 415, 4 Am. Rep. 497. But in the case of an incomplete and undelivered instrument, stolen and then completed and negotiated, without authority, the cases and texts before the Statute held that delivery is not conclusively presumed. *Baxendale* v. *Bennett*, L. R. 3 Q. B. D. 525; *Foster* v. *Mackinnon*, L. R. 4 C. P. 704; *Nance* v. *Lary*, 5 Ala. 370; *Caulkins* v. *Whistler*, 29 Iowa 495, 4 Am. Rep. 236; BYLES, BILLS, (Ed. 11) 187; 1 PARSONS, NOTES and BILLS, 114; Filling the blanks, in such a case, is sheer forgery. DANIELS, NEG. INST., Ed. 5, § 841. Under the Statute, Mr. CRAWFORD said, in note c. to § 35, in his Neg. Inst. Law, that the provision for conclusive presumptive delivery does not apply in such a case as this. There is a dictum to the same effect in *Mass. Nat. Bank* v. *Snow*, 187 Mass. 159. The only case we have been able to find intimating a contrary holding is one cited in BYLES, BILLS, Ed. 6, p. 103, as "*Rex* v. *Revett*, Bury Summer Assizes, 1829, Coram Garrow, B." But it seems to be unsound and against the great weight of authority.

BILLS AND NOTES—NOTE DISTINGUISHED FROM TESTAMENTARY DISPOSITION. —A note, of a church, was attached to a contemporaneously executed agreement, which provided that the maker should pay interest on the note to the payee for life or during the existence of the loan, which was five years, and that if the principal should not be demanded by the payee in person during her life, the note, immediately upon her death, should be returned to the church and the loan retained as a donation. *Held*, (WATSON, P. J. and ROBY, J., dissenting), that the note and agreement constituted but one contract, the money becoming due after five years and then only upon the payee's personal demand; and, she having died without attempting to enforce the note, the right to the money became absolute in the church. *Bundrant* v. *Boyce et al.* (1910), — Ind. App. —, 91 N. E. 968; dissenting opinion in 92 N. E. 126.

The majority held that the note and agreement constituted but one contract. *Allen* v. *Nofsinger*, 13 Ind. 494; *Williams* v. *Markland*, 15 Ind. App. 669, 44 N. E. 562; which contract vested in the church a present interest in the money, to cease or become absolute upon the doing or not doing of a certain act of the obligee—an act that was not done. The minority held that it was not a gift in praesenti, but that by the terms of the agreement, it was a mere indebtedness during the payee's life, payable on demand. *Dimon* v. *Keery*, 31 Misc. 231, 64 N. Y. Supp. 1091. The minority held that it was